

Arizona Hawks Australian Football Club Waiver and Release of Liability and Assumption of Risk and License

Please read the following waiver and indicate agreement by clicking 'Accept' to continue the Player Registration and Club Membership process.

BY CLICKING 'ACCEPT', AND BY VOLUNTARILY ELECTING TO PARTICIPATE IN ANY ARIZONA HAWKS AUSTRALIAN FOOTBALL CLUB SCHEDULED, ORGANIZED, SPONSORED OR SANCTIONED EVENTS OR ACTIVITIES (HEREINAFTER "ACTIVITIES"), I CONFIRM THAT I AM AN ADULT 18 YEARS OF AGE OR OLDER OR THAT I AM THE ADULT PARENT OR ADULT LEGAL GUARDIAN OF A MINOR UNDER 18 YEARS OF AGE FOR WHOM I HAVE LEGAL AUTHORITY TO AUTHORIZE PARTICIPATION AND ACCEPT THIS AGREEMENT ON THEIR BEHALF, AND I AGREE TO THE FOLLOWING:

1. I FULLY UNDERSTAND that the Arizona Hawks Australian Football Club LLC, an Arizona Limited Liability Company (hereinafter "AZ Hawks") is an amateur, nonprofessional, member- and sponsor-funded, not-for-profit sporting club that provides the opportunity to voluntarily participate in Activities that include training for and playing the sport of Australian Rules Football (hereinafter "Aussie Rules"). I understand the nature of Aussie Rules and AZ Hawks Activities, including but not limited to warm-up, training, practice, games, clinics, travel and social events, includes participation in a full-contact sport, requires good health and fitness, and can be HAZARDOUS AND PRESENT A DANGER TO ALL PARTICIPANTS. I acknowledge having the experience and capabilities to participate in Activities of this nature, and I believe I am qualified and capable to participate in such Activities. I further acknowledge that I am aware the Activities will be conducted in facilities open to the public during the Activities, and I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the AZ Hawks Activity.
2. I FULLY UNDERSTAND that: (a) AZ Hawks Activities involve risks and dangers of SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH (hereinafter "Risks and Dangers"); (b) these Risks and Dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the AZ Hawks Activities, the condition in which the AZ Hawks Activities take place or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be other Risks and Dangers either not known to me or not readily foreseeable at this time; (d) these Risks and Dangers could result in social and economic losses to me; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND DANGERS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES incurred by me as a result of my participation in AZ Hawks Activities.
3. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS the AZ Hawks and its Member clubs and teams, their respective

administrators, directors, agents, officers, coaches, umpires, players, volunteers and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which AZ Hawks Activities take place (each considered one of the "Releasees" herein) from all liability, claims, demands, losses or damages on account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, or anyone on my behalf makes a claim against any of the Releasees named above, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COST ANY MAY INCUR AS A RESULT OF ANY SUCH CLAIM.

4. I HEREBY GRANT to the AZ Hawks a non-exclusive, transferable, world-wide license to use my name, likeness, persona or identifying characteristics in connection with the broadcasting of AZ Hawks Activities and in connection with advertising, publicizing, exhibiting and exploiting AZ Hawks Activities in whole or in part, by any and all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. I hereby acknowledge that the AZ Hawks shall have no obligation to use my name, likeness, persona or identifying characteristics. Further, I hereby release the AZ Hawks, its assignees and licensees from any and all claims and demands arising out of or in connection with such use, including, without limitation any and all claims for invasion of privacy, infringement of my right to publicity, defamation (including libel and slander), false light and any other personal and/or property rights.

BY CLICKING ON 'ACCEPT' BELOW, I ACKNOWLEDGE THAT I AM AN ADULT 18 YEARS OF AGE OR OLDER, THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ACCEPTING IT AND HAVE ACCEPTED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Guardians

BY CLICKING ON 'ACCEPT' BELOW, I ACKNOWLEDGE THAT I AM THE ADULT PARENT OR ADULT LEGAL GUARDIAN OF A MINOR UNDER 18 YEARS OF AGE FOR WHOM I HAVE LEGAL AUTHORITY TO AUTHORIZE PARTICIPATION IN AZ HAWKS ACTIVITIES, THAT I HAVE READ THIS AGREEMENT ON BEHALF OF THE MINOR, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ACCEPTING IT ON BEHALF OF THE MINOR AND HAVE ACCEPTED IT ON BEHALF OF THE MINOR FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAW AND AGREE THAT IF ANY PORTION

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NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.